

CONTRACT FOR BEACH CLEANING SERVICES

THIS CONTRACT FOR BEACH CLEANING SERVICES, ENTERED INTO THIS _____ DAY OF _____, _____, BY AND BETWEEN UNIVERSAL BEACH SERVICES CORPORATION, A FLORIDA CORPORATION, HERINAFTER REFERRED TO AS "UNIVERSAL," AND (NAME) Carlton House _____, (ADDRESS) _____, HEREINAFTER REFERRED TO AS "OWNER."

WITNESSETH:

WHEREAS, UNIVERSAL IS ENGAGED IN THE BUSINESS OF BEACH PRESERVATION, CLEANING AND DEBRIS REMOVAL; AND

WHEREAS, THE OWNER HAS JURISDICTION OVER 220 FEET OF BEACH PROPERTY LOCATED WITHIN PALM BEACH COUNTY, FLORIDA, ADJOINING AND EXTENDING NORTH-SOUTH ALONG THE ATLANTIC OCEAN; AND

WHEREAS, OWNER IS DESIROUS OF ENGAGING THE SERVICES OF UNIVERSAL FOR THE PURPOSES SET FORTH HEREIN:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** THE GENERAL SCOPE OF SERVICES TO BE PERFORMED BY UNIVERSAL SHALL BE TO CLEAN AND MAINTAIN, THE ENTIRE LENGTH OF THE OWNER'S BEACH DURING THE TERM OF THIS AGREEMENT. UNIVERSAL INTENDS ON PROVIDING THESE SERVICES ON THE BASIS OF 5 () DAYS PER WEEK, WEATHER AND ENVIRONMENTAL CONDITIONS ALLOWING. MORE SPECIFICALLY, UNIVERSAL AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE OWNER WITH RESPECT TO THE SUBJECT CONTRACT:

A. DEBRIS AND LITTER REMOVAL. UNIVERSAL AGREES TO REMOVE THE DEBRIS AND LITTER, INCLUDING WOOD, PLASTIC, GLASS, PAPER AND METAL OBJECTS DEPOSITED ON THE BEACH BY THE OCEAN. UNIVERSAL SHALL REMOVE AND DISPOSE OF ALL SUCH

DEBRIS AS COLLECTED FROM THE BEACH BY TRANSPORTING SAME TO THE COUNTY LANDFILL SITE.

B. SEAGRASS. UNIVERSAL SHALL RAKE UP THE SEAGRASS AND INCORPORATE IT INTO THE BEACH/DUNE SYSTEM.

C. UNIVERSAL'S SERVICES AS TO EROSION CONTROL AND BEACH REPAIR AS PROVIDED HEREIN ARE INTENDED TO PROMOTE VITALITY TO THE DUNE VEGETATION, TO SUSTAIN THE CONTOUR OF THE BEACH BETTER AGAINST FURTHER WAVE ACTION, AND TO MAXIMIZE THE USEABLE SANDY PORTION OF THE BEACH FOR RECREATIONAL ENJOYMENT AND COASTAL PRESERVATION IN GENERAL. THESE MEASURES ARE TAKEN BY UNIVERSAL IN AN ATTEMPT TO EFFECTIVELY CONTROL, LIMIT OR ELIMINATE SAND EROSION PROBLEMS ON A DAY-TO-DAY BASIS, AND ALTHOUGH THEY PROVIDE STABILITATION FOR BEACH PRESERVATION, THEY CANNOT BE GUARANTEED DUE TO THE DESTRUCTIVE POTENTIAL OF MAJOR STORMS.

2. **TERM.** THE TERM OF THIS AGREEMENT SHALL BE FOR A PERIOD OF 2 YEARS, COMMENCING UPON THE FULL EXECUTION OF THIS AGREEMENT. THE OWNER SHALL ISSUE A NOTICE TO PROCEED IMMEDIATELY AFTER EXECUTION OF THIS CONTRACT. FOLLOWING SUCH NOTICE TO PROCEED, THE TERM OF THIS CONTRACT SHALL AUTOMATICALLY RENEW AND EXTEND FOR AN ADDITIONAL TERM OF ONE (1) YEAR EACH UPON THE EXPIRATION OF THE INITIAL TERM AND EACH SUBSEQUENTLY RENEWED TERM RESPECTIVELY OF THIS AGREEMENT UPON THE SAME TERMS AND CONDITIONS AS PROVIDED FOR HEREIN. PROVIDED HOWEVER, NOTWITHSTANDING THE FOREGOING PROVISIONS FOR AUTOMATIC RENEWAL, UNIVERSAL SHALL HAVE THE RIGHT TO NOTIFY THE OWNER AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM, OF A CHANGE IN THE COMPENSATION OR OF UNIVERSAL'S ELECTION TO TERMINATE THIS AGREEMENT. FURTHER PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING AUTOMATIC RENEWAL PROVISIONS THE OWNER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT EFFECTIVE ANYTIME FOR ANY REASON WITH A 30 DAYS WRITTEN NOTICE.

3. COMPENSATION. IN CONSIDERATION FOR UNIVERSAL'S PROVIDING THE SERVICE HEREIN ABOVE DESCRIBED, THE OWNER AGREES TO PAY UNIVERSAL A "BASE COMPENSATION" AT THE RATE OF \$ _____ PER MONTH FOR THE _____ LINEAR FEET OF BEACH. THIS BASE COMPENSATION SHALL BE SUBJECT TO UNIVERSAL'S PERFORMING _____ () BEACH CLEANUPS PER WEEK. COMPENSATION SHALL BE PAID BY THE OWNER TO UNIVERSAL ON A MONTHLY BASIS IN THE AMOUNT OF \$ _____ 245.00 _____ WITHIN TEN (10) DAYS FOLLOWING THE END OF EACH MONTH DURING THE TERM OF THIS AGREEMENT. IN THE EVENT OF HEAVY ACCUMULATIONS OF SEAWEED, TAR, DEBRIS, ETC., DEPOSITED ON THE BEACH DURING HURRICANES, TROPICAL STORMS, OR ANY WEATHER EVENTS AND WITH PRIOR CONSENT OF THE OWNER, AN ADDITIONAL CHARGE MAY BE NEGOTIATED BY UNIVERSAL DEPENDING UPON THE CONDITION OF THE BEACH AND THE TIME AND EQUIPMENT NECESSARY TO COMPLETE THE CLEANING.

4. ACCESS. THE OWNER AGREES TO PROVIDE UNIVERSAL WITH FREE AND FULL ACCESS TO THE BEACH PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT.

5. ATTORNEY'S FEES. IN THE EVENT SUIT IS BROUGHT BY EITHER PARTY RELATIVE TO THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO COLLECT ALL REASONABLE COSTS AND EXPENSES OF SUIT, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES.

6. LIABILITY INSURANCE. UNIVERSAL, DURING THE TERM OF THIS AGREEMENT, AGREES TO AT ALL TIMES MAINTAIN PUBLIC LIABILITY INSURANCE RELATIVE TO ITS BUSINESS OPERATIONS WITH LIMITS OF NOT LESS THAN ONE MILLION INDIVIDUAL/ONE MILLION AGGREGATE COVERAGE. **UNIVERSAL** FURTHER AGREES TO INDEMNIFY, SAVE AND HOLD THE OWNER HARMLESS FROM ANY AND ALL DAMAGES TO THIRD PARTIES RESULTING FROM UNIVERSAL'S NEGLIGENT PERFORMANCE OF THE SERVICES HEREUNDER.

6A. WORKERS COMPENSATION. UNIVERSAL SHALL PROVIDE WORKERS COMPENSATION INSURANCE AND SHALL SHOW PROOF OF THIS FACT TO THE OWNER.

7. **CONDUCT AND STANDARDS.** UNIVERSAL ACKNOWLEDGES THAT THE OWNER'S PROPERTY IS AN EXCLUSIVE, RESIDENTIAL AREA. THE CONDUCT OF UNIVERSAL AND ITS EMPLOYEES SHALL BE OF THE STANDARD WHICH THE OWNER REQUIRES OF ITS OWN EMPLOYEES AND MANAGEMENT.

8. **TERMINATION.** THIS AGREEMENT MAY BE TERMINATED BY THE OWNER UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:

- A. THE FILING FOR BANKRUPTCY BY UNIVERSAL.
- B. UNIVERSAL'S FAILURE TO PERFORM ITS DUTIES REQUIRED PURSUANT TO THIS CONTACT, PROVIDED, HOWEVER, THAT UNIVERSAL SHALL BE ENTITLED TO JUDICIAL REVIEW OF SUCH DECISION.

9. **ASSIGNABILITY.** THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT THE EXPRESS PRIOR APPROVAL OF THE OWNER.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

UNIVERSAL BEACH SERVICES CORP.

BY: _____
CLAYTON PEART, PRESIDENT

OWNER

BY: _____
ATTEST: _____

APPROVED AS TO FORM:

BY: _____